

**INTERLOCAL AGREEMENT  
BETWEEN CITY OF AUSTIN AND TEXAS STATE UNIVERSITY-SAN MARCOS,  
TEXAS**

This agreement is made between the City of Austin and the Texas State University-San Marcos.

Pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, providing for the cooperation between local governmental bodies, the parties agree as follows:

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public and that the performance of this agreement is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this agreement, the parties agree as follows:

1. Texas State University-San Marcos agrees to provide the City of Austin with services related to monitoring, analysis and research associated with endangered species on lands protected by the Austin Water Utility's Wildland Conservation Division.
2. The services will be provided on an "as needed" basis.
3. Texas State University-San Marcos will provide monitoring, analysis and research services as provided in this agreement and in subsequent statements of work as provided as follows:
  - (a) No project shall exceed a total cost of \$45,000.00.
  - (b) The overhead costs on any project shall not exceed 26% of the total cost of any one project.
  - (c) Before any project is initiated, the parties will determine an agreed scope of work for the project.
4. Dr. Bill Covington, Ph.D., will serve as Texas State University-San Marcos' representative in all matters relating to this agreement.
5. This agreement becomes effective upon execution by both parties and remains effective for a 36 month period.
6. This agreement constitutes the entire agreement between the parties regarding the City's co-sponsorship of the Event. This agreement may not be modified except as agreed by the parties in writing, nor may this agreement be assigned.

7. Notice under this agreement shall be in writing and may be delivered by hand, by certified mail, or by common carrier. Notice by hand-delivery is deemed effective immediately, by certified mail is deemed effective three days after deposit in U.S. Post Office or in a U.S. Mail Box, and by common carrier, is deemed effective upon receipt. Notice to a party shall be addressed as follows:

Fill in the blank for both parties:

8. Venue for a dispute arising from this agreement shall be in Austin, Travis County, Texas.

**This agreement is executed by:**

**CITY OF AUSTIN**

**TEXAS STATE UNIVERSITY-  
SAN MARCOS**

**BY** \_\_\_\_\_

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_